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ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, NW
SUITE 301
WASHINGTON, D.C.

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (.964)

20036

OF COUNSEL
URBAN A. LESTER

(202) 393-2266

FAX (202) 393-2156

E-MAIL: alvordlaw@aol.com

July 11, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of December 28, 2007, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Seller/Assignor: General Electric Railcar Services Corporation
161 N. Clark Street
Chicago, IL 60601-3294

Buyer/Assignee: The Andersons Inc
480 West Dussel Drive
Maumee Ohio 43537

Anne K. Quinlan, Esquire
July 11, 2008
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A description of the railroad equipment covered by the enclosed document is:

113 railcars: NATX 230063, NATX 230075 and within the series RTMX 13050 - RTMX 13673, NATX 50004 - NATX 51032 and NATX 77228 - NATX 77582.

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 28, 2007 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and The Andersons, Inc., an Ohio corporation (the "Buyer").

SURFACE TRANSPORTATION BOARD

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of December 28, 2007 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations under the Lease and, solely as it pertains to the Lease, the Master Lease (collectively, the "Operative Agreements"), in each case as they relate to each unit. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the Seller under the Operative Agreements.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: the bill of sale in the form of Exhibit I hereto.

Closing Date: the date of the Bill of Sale.

Equipment: the railcars described in Schedule 1 to this Agreement together with every part, accessory, component and any equipment installed therein or attached thereto owned by the Seller on the Closing Date (individually each railcar is referred to as a "unit" or "unit of Equipment").

Guaranty: the Guaranty of Payment and Performance dated as of June 24, 2004 from the Lessee to the Seller.

Lease: Rider No. 8 dated as of September 1, 2006 between the Seller and the Lessee, which incorporates by reference the terms of the SM Master Lease.

Lessee: SemMaterials, L.P.

Master Lease: Car Leasing Agreement No. 5015-83 (mistakenly referred to as "Car Leasing Agreement No. 4531-97" in the title of Rider No. 8) dated as of November 9, 1994 between the Seller and Koch Materials Company.

Operative Agreements: together, the Lease and, solely as they pertain to the Lease, the Master Lease and the Guaranty.

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

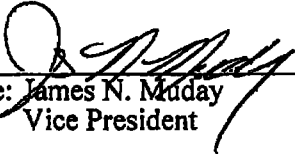
9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

10. **Entire Agreement.** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the sale and assignment of the Ownership Interest and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: 
Name: James N. Munday
Title: Vice President

THE ANDERSONS, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: _____
Name: James N. Muday
Title: Vice President

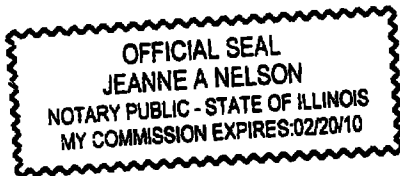
THE ANDERSONS, INC.

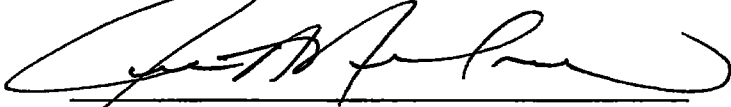
By: Nicholas C. Conrad
Name: Nicholas C. Conrad
Title: Assistant Treasurer

State of Illinois)
)
County of Cook)

On this, the ____ day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared James N. Muday, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.




Name: Jeanne A. Nelson
Notary Public

My Commission Expires: 02-20-2010
Residing in Cook County

State of OHIO

County of LUCAS

On this, the 28th day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared Nicholas C. Conrad, an Assistant Treasurer of The Andersons, Inc., who acknowledged himself to be a duly authorized officer of The Andersons, Inc., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Judy A. Baldwin
Name: Judy A. Baldwin
Notary Public

My Commission Expires: 02/01/2010
Residing in: Wood County

JUDY A. BALDWIN
Notary Public, State of Ohio
Commission Expires 02/01/2010

EXHIBIT I

TO ASSIGNMENT AND ASSUMPTION AGREEMENT

FORM OF BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to The Andersons, Inc. ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of December __, 2007, between Seller and Buyer, and the Assignment and Assumption Agreement, dated December __, 2007, between Seller and Buyer.

General Electric Railcar Services Corporation

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1
to Assignment and Assumption Agreement
(List of Equipment)

Unit		AAR	
Count	Lessee	Reporting Marks	
1	SemMaterials, L.P.	RTMX	13050
2	SemMaterials, L.P.	RTMX	13133
3	SemMaterials, L.P.	RTMX	13149
4	SemMaterials, L.P.	RTMX	13338
5	SemMaterials, L.P.	RTMX	13341
6	SemMaterials, L.P.	RTMX	13385
7	SemMaterials, L.P.	RTMX	13398
8	SemMaterials, L.P.	RTMX	13425
9	SemMaterials, L.P.	RTMX	13447
10	SemMaterials, L.P.	RTMX	13454
11	SemMaterials, L.P.	RTMX	13459
12	SemMaterials, L.P.	RTMX	13617
13	SemMaterials, L.P.	RTMX	13629
14	SemMaterials, L.P.	RTMX	13646
15	SemMaterials, L.P.	RTMX	13666
16	SemMaterials, L.P.	RTMX	13673
17	SemMaterials, L.P.	NATX	50004
18	SemMaterials, L.P.	NATX	50056
19	SemMaterials, L.P.	NATX	50057
20	SemMaterials, L.P.	NATX	50063
21	SemMaterials, L.P.	NATX	50068
22	SemMaterials, L.P.	NATX	50074
23	SemMaterials, L.P.	NATX	50076
24	SemMaterials, L.P.	NATX	50077
25	SemMaterials, L.P.	NATX	50090
26	SemMaterials, L.P.	NATX	50094
27	SemMaterials, L.P.	NATX	50102
28	SemMaterials, L.P.	NATX	50109
29	SemMaterials, L.P.	NATX	50110
30	SemMaterials, L.P.	NATX	50114
31	SemMaterials, L.P.	NATX	50118
32	SemMaterials, L.P.	NATX	50120
33	SemMaterials, L.P.	NATX	50128
34	SemMaterials, L.P.	NATX	50129
35	SemMaterials, L.P.	NATX	50140
36	SemMaterials, L.P.	NATX	50148
37	SemMaterials, L.P.	NATX	50156
38	SemMaterials, L.P.	NATX	50179
39	SemMaterials, L.P.	NATX	50191
40	SemMaterials, L.P.	NATX	50195
41	SemMaterials, L.P.	NATX	50258
42	SemMaterials, L.P.	NATX	50347
43	SemMaterials, L.P.	NATX	50348
44	SemMaterials, L.P.	NATX	50349
45	SemMaterials, L.P.	NATX	50371
46	SemMaterials, L.P.	NATX	50389
47	SemMaterials, L.P.	NATX	50415

48	SemMaterials, L.P.	NATX	50585
49	SemMaterials, L.P.	NATX	50586
50	SemMaterials, L.P.	NATX	50589
51	SemMaterials, L.P.	NATX	50592
52	SemMaterials, L.P.	NATX	50594
53	SemMaterials, L.P.	NATX	50596
54	SemMaterials, L.P.	NATX	50602
55	SemMaterials, L.P.	NATX	50605
56	SemMaterials, L.P.	NATX	50610
57	SemMaterials, L.P.	NATX	50612
58	SemMaterials, L.P.	NATX	50615
59	SemMaterials, L.P.	NATX	50618
60	SemMaterials, L.P.	NATX	50621
61	SemMaterials, L.P.	NATX	50638
62	SemMaterials, L.P.	NATX	50709
63	SemMaterials, L.P.	NATX	50710
64	SemMaterials, L.P.	NATX	50723
65	SemMaterials, L.P.	NATX	50724
66	SemMaterials, L.P.	NATX	50813
67	SemMaterials, L.P.	NATX	50838
68	SemMaterials, L.P.	NATX	50880
69	SemMaterials, L.P.	NATX	50883
70	SemMaterials, L.P.	NATX	50891
71	SemMaterials, L.P.	NATX	50901
72	SemMaterials, L.P.	NATX	50909
73	SemMaterials, L.P.	NATX	50916
74	SemMaterials, L.P.	NATX	50924
75	SemMaterials, L.P.	NATX	50932
76	SemMaterials, L.P.	NATX	51022
77	SemMaterials, L.P.	NATX	51030
78	SemMaterials, L.P.	NATX	51031
79	SemMaterials, L.P.	NATX	51032
80	SemMaterials, L.P.	NATX	77228
81	SemMaterials, L.P.	NATX	77295
82	SemMaterials, L.P.	NATX	77363
83	SemMaterials, L.P.	NATX	77365
84	SemMaterials, L.P.	NATX	77389
85	SemMaterials, L.P.	NATX	77392
86	SemMaterials, L.P.	NATX	77396
87	SemMaterials, L.P.	NATX	77407
88	SemMaterials, L.P.	NATX	77420
89	SemMaterials, L.P.	NATX	77428
90	SemMaterials, L.P.	NATX	77433
91	SemMaterials, L.P.	NATX	77436
92	SemMaterials, L.P.	NATX	77440
93	SemMaterials, L.P.	NATX	77447
94	SemMaterials, L.P.	NATX	77448
95	SemMaterials, L.P.	NATX	77449
96	SemMaterials, L.P.	NATX	77509
97	SemMaterials, L.P.	NATX	77518
98	SemMaterials, L.P.	NATX	77532
99	SemMaterials, L.P.	NATX	77534
100	SemMaterials, L.P.	NATX	77539
101	SemMaterials, L.P.	NATX	77540
102	SemMaterials, L.P.	NATX	77550

103	SemMaterials, L.P.	NATX	77551
104	SemMaterials, L.P.	NATX	77554
105	SemMaterials, L.P.	NATX	77557
106	SemMaterials, L.P.	NATX	77561
107	SemMaterials, L.P.	NATX	77565
108	SemMaterials, L.P.	NATX	77566
109	SemMaterials, L.P.	NATX	77569
110	SemMaterials, L.P.	NATX	77580
111	SemMaterials, L.P.	NATX	77582
112	SemMaterials, L.P.	NATX	230063
113	SemMaterials, L.P.	NATX	230075

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

7/11/08



Robert W. Alvord